

Appendix A

Timber Sale Schedule

Appendix A

Winema National Forest

Three-Year Sale Implementation Schedule

This appendix contains an activity schedule that is not a decision in the Forest Plan. This schedule is provided as public information and is subject to updates based upon budgets, market conditions, project level analysis, or other considerations. It represents current conditions, expectations, and information available at this time. This level of activity is incorporated in the budget outlined in chapter 4. Projects will be adjusted, added to, or deleted from these schedules periodically as the project-planning process continues. Current schedules will be available upon request during the life of this Forest Plan.

Abbreviations used:

FY	Fiscal Year (October 1 to September 30)
EA?	Has an Environmental Assessment been completed?
Y	Yes
N	No
MGMT AREA	Management Area - see Chapter 4 for Details
CHG	Chargeable Volume (MMBF)
NCHG	Non-Chargeable Volume (MMBF)
CONST	Road Construction (Miles)
RECON	Road Reconstruction (Miles)
EA	Even-aged Management (clearcut, shelterwood, etc.)
OR	Overstory Removal
UE	Uneven-Aged (selection, group selection, etc.)
TH	Commercial Thinning
SV	Salvage
TRAC	% of Area to be Tractor Yarded
CAB	% of Area to be Cable Yarded
SKY	% of Area to be Skyline Yarded
AER	% of Area to be Aerial Yarded (e.g. helicopter)
XXX	Data not available

*** WNF STARS REPORT 6 ***

WINEMA NATIONAL FOREST
THREE-YEAR SALE IMPLEMENTATION SCHEDULE

FOREST WINEMA

- FOREST SUMMARY SECTION -

DATE 28 AUG 1990

IMPLEMENTATION SUMMARY BY DISTRICT

DISTRICT	FISCAL YEAR	HARVESTED ACRES	VOLUME CATEGORIES		ROAD-MILE CATEGORIES	
			CHARGEABLE	NON-CHARGEABLE	CONSTRUCTION	RECONSTRUCTION
CHEMULT	1991	11143	51.4	0 0	0 0	5.0
CHEMULT	1992	8000	51.3	0.0		
CHEMULT	1993	10350	51.3	0 0	0.0	2.0
CHILOQUIN	1991	15440	44.5	0.7	3.5	3.0
CHILOQUIN	1992	12490	41.2	0.7		
CHILOQUIN	1993	7075	38.0	0.7	1 0	6.0
KLAMATH	1991	8568	41.8	2.0	9 7	3.0
KLAMATH	1992	1724	37.7	3.6		
KLAMATH	1993	2850	36.8	2.0		

FOREST IMPLEMENTATION SUMMARY BY FISCAL YEAR

FISCAL YEAR	HARVESTED ACRES	VOLUME CATEGORIES		ROAD-MILE CATEGORIES	
		CHARGEABLE	NON-CHARGEABLE	CONSTRUCTION	RECONSTRUCTION
1991	35151	137.7	2.8	13.2	11.0
1992	22214	130.2	4.3		
1993	20275	126.1	2.7	1.0	8.0

WINEMA NATIONAL FOREST
 THREE-YEAR SALE IMPLEMENTATION SCHEDULE

 =====
 DISTRICT. CHEMULT - DISTRICT AND FISCAL YEAR DETAIL SECTION - DATE: 28 AUG 1990
 =====

TARGET SALES FOR FY 91

SALE NAME	EA?	MGMT AREA	CUT ACRES	VOLUMES		ROADS		CUT TYPE	PERCENTAGE BY AREA			
				CHG.	NCHG	CONST	RECON		TRAC	CAB	SKY	AER
BUCK	N	03C	350	1 5	0.0			EA	100	0	0	0
CHARLIE	Y			0.0	0.0				XXX	XXX	XXX	XXX
DESERT	Y			8.3	0.0	0 0	5.0	UE	100	0	0	0
ELK	N	012	1400	1.5	0.0			UE	100	0	0	0
JIGSAW	Y	03C	250	6 6	0.0			UE	100	0	0	0
KIT	Y	012	1100	1.5	0.0				XXX	XXX	XXX	XXX
POST AND POLES	Y			0.0	0 0				XXX	XXX	XXX	XXX
SAGEBRUSH	N			1.5	0 0			EA UE TH	100	0	0	0
		03A	153									
		012	390									
		015	36									
SANDHILL	N			2 0	0.0			UE	100	0	0	0
		03B	75									
		09B	159									
		012	390									
WEASEL SALVAGE	Y			18.0	0.0			SV	100	0	0	0
		012	4000									
WILEY	Y			1 5	0.0			UE	100	0	0	0
		012	840									
YELLOW	Y			9.0	0 0			UE	100	0	0	0
		012	2000									
FISCAL YEAR TOTALS:				11143	51 4	0 0	0.0	5 0				

WINEMA NATIONAL FOREST
THREE-YEAR SALE IMPLEMENTATION SCHEDULE

DISTRICT: CHEMULT

- DISTRICT AND FISCAL YEAR DETAIL SECTION -

DATE: 28 AUG 1990

TARGET SALES FOR FY: 92

SALE NAME	EA?	MGMT AREA	CUT ACRES	VOLUMES		ROADS		CUT TYPE	PERCENTAGE BY AREA			
				CHG	NCHG	CONST	RECON		TRAC	CAB	SKY	AER
BLACKBIRD	N			9.8	0.0				XXX	XXX	XXX	XXX
CHESTER	N			3.0	0.0				XXX	XXX	XXX	XXX
CINDER	N			5.0	0.0			UE	100	0	0	0
DEAD LP	N	03C	1000						SV	100	0	0
DEELY	N	012	4000					UE	100	0	0	0
MARK	N	012	2000					UE	100	0	0	0
MATT	N	012	500					UE	100	0	0	0
SMALL SALES	N			3.5	0.0				XXX	XXX	XXX	XXX
	N	012	500					TH	100	0	0	0
FISCAL YEAR TOTALS.				8000	51.3	0.0						

WINEMA NATIONAL FOREST
 THREE-YEAR SALE IMPLEMENTATION SCHEDULE

DISTRICT: CHEMULT

- DISTRICT AND FISCAL YEAR DETAIL SECTION -

DATE 28 AUG 1990

TARGET SALES FOR FY 93

SALE NAME	EA?	MGMT AREA	CUT ACRES	VOLUMES		ROADS		CUT TYPE	PERCENTAGE BY AREA			
				CHG	NCHG	CONST	RECON		TRAC	CAB	SKY	AER
BOWSER	N			5.0	0 0	0.0	1 0	UE	100	0	0	0
		012	1000									
DEAD LP - FY93	N			20 0	0.0			SV	100	0	0	0
		012	4000									
EWE	Y			5.3	0.0	0 0	1.0	UE	100	0	0	0
		012	1500									
FINCH	N			2.0	0.0			UE	100	0	0	0
		012	150									
MULTI-SALE	N			15.0	0 0			UE	100	0	0	0
		012	2500									
SWALLOW	N			4.0	0.0			UE	100	0	0	0
		012	1200									
FISCAL YEAR TOTALS:				10350	51 3	0.0	0 0	2.0				

WINEMA NATIONAL FOREST
THREE-YEAR SALE IMPLEMENTATION SCHEDULE

DISTRICT. CHILOQUIN

- DISTRICT AND FISCAL YEAR DETAIL SECTION -

DATE 28 AUG 1990

TARGET SALES FOR FY: 91

SALE NAME	EA?	MGMT AREA	CUT ACRES	VOLUMES CHG NCHG	ROADS CONST RECON	CUT TYPE	PERCENTAGE BY AREA TRAC CAB SKY AER
CHOPTIE	N			7.0 0 0		UE	42 0 0 58
		012	950				
COMM FIREWOOD & POLES 91	N		1200	1 1 0 0		TH SV	0 0 0 0
CROOKED CREEK	N		60	0 3 0.0		TH	100 0 0 0
JAR	Y		30	0 1 0.0		UE	100 0 0 0
LONE	N			8 0 0 0	3.0 1.0	UE	100 0 0 0
		010	2400				
PERSONAL CHARGE FWD 91	N		4000	1.1 0 0		SV	0 0 0 0
PERSONAL FREE USE 91	N		500	0 0 0.7		SV	0 0 0 0
SILVER	N			6 0 0.0		UE	100 0 0 0
		012	850				
SMALL SALES 91	N		750	0.8 0.0		EA OR	100 0 0 0
SMALL SALVAGE SALES 91	N		750	1.0 0 0		SV	100 0 0 0
WILLY	N			8.0 0.0		UE	100 0 0 0
		012	400				
		015	1200				
WILLY LODGEPOLE	N			3.5 0.0		EA	100 0 0 0
		012	110				
		015	690				
YOSS LODGEPOLE	N			3.5 0 0		EA	100 0 0 0
		012	800				
YOSS RIDGE	N			4 0 0.0	0.5 2 0	UE	40 0 0 60
		012	750				
FISCAL YEAR TOTALS			15440	44.5 0 7	3.5 3 0		

WINEMA NATIONAL FOREST
 THREE-YEAR SALE IMPLEMENTATION SCHEDULE

DISTRICT: CHILOQUIN

- DISTRICT AND FISCAL YEAR DETAIL SECTION -

DATE. 28 AUG 1990

TARGET SALES FOR FY. 92

SALE NAME	EA?	MGMT AREA	CUT ACRES	VOLUMES		ROADS		CUT TYPE	PERCENTAGE BY AREA			
				CHG.	NCHG	CONST	RECON		TRAC	CAB	SKY	AER
BILL	N			5 0	0 0			UE	100	0	0	0
		012	800									
CALIMUS	N			9 0	0.0			UE	100	0	0	0
		012	1100									
CASTLE	N			6 0	0.0			UE	100	0	0	0
		012	850									
COLE	N			8.0	0 0			UE	100	0	0	0
		012	850									
		015	250									
COMM FIREWOOD & POLES 92	N		1200	1.1	0 0			TH SV	0	0	0	0
HERON LODGEPOLE	Y			3.0	0.0			EA	100	0	0	0
		012	390									
		015	50									
PERSONAL CHARGE FWD 92	N		4000	1.1	0.0			SV	0	0	0	0
PERSONAL FREE USE 92	N		500	0.0	0.7			SV	0	0	0	0
ROSIE	N			6.5	0.0			UE	100	0	0	0
		012	1000									
SMALL SALES 92	N		750	0 8	0.0			EA OR	100	0	0	0
SMALL SALVAGE SALES 92	N		750	0 8	0.0			SV	100	0	0	0
FISCAL YEAR TOTALS.				41.2	0.7							

WINEMA NATIONAL FOREST
THREE-YEAR SALE IMPLEMENTATION SCHEDULE

DISTRICT: CHILOQUIN

- DISTRICT AND FISCAL YEAR DETAIL SECTION -

DATE: 28 AUG 1990

TARGET SALES FOR FY: 93

SALE NAME	EA?	MGMT AREA	CUT ACRES	VOLUMES		ROADS		CUT TYPE	PERCENTAGE BY AREA			
				CHG.	NCHG	CONST	RECON		TRAC	CAB	SKY	AER
APPLE	N	012	925	6.0	0.0			UE	100	0	0	0
FOURLEAF	N	012	700	6.0	0.0	1.0	2.0	UE	100	0	0	0
GRADIENT	N	012	1100	8.0	0.0			UE	100	0	0	0
PELICAN LODGEPOLE	N	012	500	3.0	0.0			EA	100	0	0	0
PERSONAL FREE USE 93	N		500	0.0	0.7				SV	0	0	0
SMALL SALES 93	N		750	1.0	0.0			EA OR	100	0	0	0
SMALL SALVAGE SALES 93	N		750	1.0	0.0				SV	100	0	0
TECUMSEH	N			5.0	0.0			UE	100	0	0	0
WELL	N	012	800	8.0	0.0	0.0	4.0	UE	100	0	0	0
		012	1050									
FISCAL YEAR TOTALS.				7075	38.0	0.7	1.0	6.0				

WINEMA NATIONAL FOREST
 THREE-YEAR SALE IMPLEMENTATION SCHEDULE

DISTRICT: KLAMATH

- DISTRICT AND FISCAL YEAR DETAIL SECTION -

DATE 28 AUG 1990

TARGET SALES FOR FY' 91

SALE NAME	EA?	MGMT AREA	CUT ACRES	VOLUMES		ROADS		CUT TYPE	PERCENTAGE BY AREA			
				CHG.	NCHG	CONST	RECON		TRAC	CAB	SKY	AER
BUGSY EA	N			3 0	0.0			TH	100	0	0	0
		03B	300									
FREE FIREWOOD	N		100	0 0	0.8			SV	0	0	0	0
GOOSENEST EA	N			8.2	0.0	2.5	1.5	EA TH SV	100	0	0	0
		03C	947									
		08A	17									
		012	272									
		014	151									
JANICE	N			0 7	0.0			EA TH	100	0	0	0
		014	122									
LITTLE ASPEN EA	N			7.0	0.0	2.0	1 0	EA OR UE TH SV	100	0	0	0
		09B	113									
		012	687									
MOUNTAIN EA	N			3.5	0.0	4.7	0.5	EA OR TH SV	100	0	0	0
		03C	1268									
NANNIE EA	N			7 0	0.0			TH	100	0	0	0
		03B	1000									
OPUS	N			1.0	0 0				XXX	XXX	XXX	XXX
PEARCE	N			4.1	0.0			EA UE TH SV	100	0	0	0
		03A	278									
		03C	866									
		08D	56									
SMALL SALES	N			1 0	0.0			SV	100	0	0	0
		012	100									
STONEY	Y			3.5	0.0	0 5	0 0	TH	100	0	0	0
		09B	242									
SUMMIT	N			2.0	0.0			EA UE TH SV	100	0	0	0
		03A	1054									
		03B	90									
		03C	805									
\$ FIREWOOD	N			0 8	1 2			SV	0	0	0	0
		012	100									
FISCAL YEAR TOTALS.			8568	41 8	2 0	9.7	3.0					

WINEMA NATIONAL FOREST
THREE-YEAR SALE IMPLEMENTATION SCHEDULE

DISTRICT: KLAMATH

- DISTRICT AND FISCAL YEAR DETAIL SECTION -

DATE 28 AUG 1990

TARGET SALES FOR FY. 92

SALE NAME	EA?	MGMT AREA	CUT ACRES	VOLUMES		ROADS		CUT TYPE	PERCENTAGE BY AREA			
				CHG.	NCHG	CONST	RECON		TRAC	CAB	SKY	AER
CHERRY EA	N			13 0	1.5			EA UE TH	100	0	0	0
		03C	120									
		09C	90									
		012	664									
FREE FIREWOOD	N			0.0	0.8			SV	0	0	0	0
		012	100									
SEVENMILE EA	N			13 0	0.0			TH	100	0	0	0
		03B	350									
SMALL SALES	N			1.0	0 0			SV	100	0	0	0
		012	100									
THREE MILE EA	N			9.9	0.1			EA UE TH SV	100	0	0	0
		012	200									
\$ FIREWOOD	N			0.8	1 2			SV	0	0	0	0
		012	100									
FISCAL YEAR TOTALS			1724	37.7	3 6							

WINEMA NATIONAL FOREST
THREE-YEAR SALE IMPLEMENTATION SCHEDULE

DISTRICT: KLAMATH

- DISTRICT AND FISCAL YEAR DETAIL SECTION -

DATE: 28 AUG 1990

TARGET SALES FOR FY: 93

SALE NAME	EA?	MGMT AREA	CUT ACRES	VOLUMES		ROADS		CUT TYPE	PERCENTAGE BY AREA			
				CHG	NCHG	CONST	RECON		TRAC	CAB	SKY	AER
BUCK PEAK EA	N		400	8.0	0.0				100	0	0	0
COLD SPRING EA	N		500	8.0	0.0				100	0	0	0
FREE FIREWOOD	N			0.0	0.8			SV	0	0	0	0
		012	100									
LOW VEG MGMT	N		350	2.0	0.0				100	0	0	0
ROCK CREEK EA	N		1000	9.0	0.0				100	0	0	0
SMALL SALES	N			1.0	0.0			SV	100	0	0	0
		012	100									
SWITCHBACK EA	N		300	8.0	0.0				100	0	0	0
\$ FIREWOOD	N			0.8	1.2			SV	0	0	0	0
		012	100									
FISCAL YEAR TOTALS			2850	36.8	2.0							

Appendix B

Project Schedules

Appendix B

Winema National Forest

Activity Schedules

This appendix contains activity schedules that are not a decision in the Forest Plan. These schedules are provided as public information and are subject to updates based upon budgets, market conditions, project level analysis, or other considerations. They represent current conditions, expectations, and information available at this time. These projects are incorporated in the budget outlined in chapter 4. Projects will be adjusted, added to, or deleted from these schedules periodically as the project-planning process continues. Current schedules will be available upon request during the life of this Forest Plan.

All costs shown in this appendix are expressed in 1990 dollars. The budget shown in chapter 4 uses 1982 base year dollars. The conversion factor from 1982 to 1990 is 1.3138.

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B-11	Allotment Plan Updates (priorities)

TABLE B-1
Recreation Site Construction/Reconstruction Activity Schedule
(Includes recreation site facilities, sno-parks, and trailheads)

		Estimated Costs (\$1,000)		Outputs (PAOT's)	
Project	Constr. Year	CNRF/ CNTR	CNRN	New	Reconst.
Annie Creek Sno-Park	1991	\$ 90 0	\$ 30 0	90	0
Chemult Sno-Park	1992	0 0	320 0	140	0
Chemult Sno-Park CG	1992	79 0	0 0	40	0
Toilet Facility Upgrade	1993-94	317 0	0 0	0	670
Yamsay Mountain TH/HC	1993	33 0	53 0	30	60
Great Meadow Sno-park	1994	89 0	8 0	0	450
Lake of Woods TH/SP	1995	32 0	108 0	70	0
Lake of Woods Group CG	1995	190 0	81 0	100	0
Big Meadow TH/HC	1995	35 0	130 0	50	0
Mountain Lakes TH/SP	*	30 0	40 0	50	0
Clover Creek SP	*	43 0	95 0	70	0
Fourmile Lake TH/HC	*	2 0	58 0	50	0
Williamson R. CG Expansion	*	150 0	100 0	50	50
Sycan River TH/HC	*	35 0	130 0	50	0
Kirk SP/TH	*	30 0	45 0	50	0
Boundary SP	*	30 0	45 0	70	0
Pine Knob CG	*	300 0	200 0	150	0
Lk of Woods CG Expansion	*	200 0	100 0	125	0
Sevenmile Marsh TH/CG	*	60 0	40 0	40	10
Small Projects/Rehab 10-Year Total	All	500 0	200 0	0	500

* = Scheduled for construction during the second five year period and beyond

CG = Campground TH = Trailhead SP = Sno-park HC = Horse Camp
PAOT = Persons at One Time Capacity

Construction Funding Type
CNRF = Recreation facilities funds
CNTR = Trail construction funds
CNRN = Recreation roads (trailhead/sno-park parking) funds

TABLE B-2
Trail Construction/Reconstruction Activity Schedule

		Estimated Costs (\$1,000)	Outputs (Miles)	
Trail Name	Constr. Year	CNTR	New	Reconstr.
Nordic Ski Trails	1990	\$ 17.0	31.0	0.0
Chemult Snow Loops	1992	5 0	13 5	0.0
Yamsay Mountain	1993	61.0	6 0	0.0
Lake of the Woods VIS Center	1994	123 0	8 0	2.4
Fish Lk/Lk of Woods Bike	1994	584 0	6.8	0.0
Pelican Butte	1995	192 0	15 0	0.0
Puck Lakes	1995	50 0	6 0	0.0
Sycan River	*	135.0	15.0	0.0
Williamson River Gorge	*	80.0	5.0	0 0
Desert to PCT (Intertie)	*	245.0	22.0	0 0
Seldom Creek Loop	*	50 0	5.0	0.0
Ya Whee Rim	*	100 0	11.0	0 0
Trail Reconst-10 years	All	100 0	0.0	20.0

* = Construction planned for second five year period.

CNTR = Trail construction/reconstruction funds.

PCT = Pacific Crest Trail

TABLE B-3
Cultural Resource Activity Schedule

Activity	Estim. Costs (\$1,000)	Outputs	Year
Cultural Resource Management			
Site Vandalism Monitoring	1 5/yr	As Needed	All
Historical Logging	10 0/yr	1 ea	1991-93
Inventory Plan	2.0	1 ea	1991
Predictive Model	2.0	1 ea	1992
Overview Update	10 0/yr	1 ea	1992-93
Site Management and Inventory			
Wilderness	30 0/yr	9,300 ac/yr	All
Sycan W&S River	20 0/yr	480 ac/yr	All
Unique Areas	10.0/yr	2,000 ac/yr	All
Chronology and Sourcing	3 0/yr		All
Lithic Analysis	3 0/yr		All
Oral History Collection	5.0/yr		All
Lake of the Woods RS Restoration	70 0	1 site	1991
Calimus Butte Lookout Restoration	20 0	1 site	1992

TABLE B-4
Viewshed Implementation Guide Schedule

Viewshed	Estim. Costs (\$1,000)	Inventory Acres	Priority
Westside Road	\$21.2	13,600	1
Silver Lake Road	\$27.3	17,500	1
Dead Indian Road	\$12.7	8,100	1
State Highway 62	\$15.0	15,000	1
Miller Lake Road	\$15.0	15,700	1
Fourmile Lake Road	\$5.0	2,500	2
Lake of the Woods	\$4.2	1,200	2
State Highway 138	\$7.6	3,800	2
State Highway 97	\$17.4	17,000	2
Oux Kanee Overlook	\$9.0	8,300	2
Sprague River Road	\$15.0	26,900	3
Wood River	\$1.0	500	3
Squaw Flats Road	\$7.0	6,400	3
Varney Creek Trail and Access Road	\$4.2	1,600	3

Costs do not include resource inventory work, such as stand exams or wildlife surveys that may be needed to complete the planning phase.

Acres are approximate and include no acres of overlap between viewsheds.

Priority one viewsheds are to be scheduled in the first five years of the plan period

TABLE B-5
Recreation and Administrative Site Vegetative Management Guide Schedule

Site or Area	District	Estim. Costs (\$1,000)	Priority
Sunset Campground	Klamath	\$5.4	1
Lake of the Woods VIS and Work Center	Klamath	5.4	1
Miller Lake Recreation Area	Chemult	8.0	1
Corral Springs Campground	Chemult	4.0	1
Fourmile Lake Campground	Klamath	6.0	1
Chiloquin District Administrative Site	Chiloquin	6.0	1
Williamson River Campground	Chiloquin	4.0	2
Head of the River Campground	Chiloquin	4.0	2
Jackson Creek Campground	Chemult	4.0	2
Oux Kanee Overlook (site and foreground area)	Chiloquin	8.0	2
Wood River Picnic Area	Chiloquin	5.0	2

Priority one sites or areas are to be scheduled during the first five years of the plan period.

TABLE B-6a
Wildlife Annual Activity Schedule

Activity	Estim. Costs (\$1,000) (Annual)	Outputs
Threatened, endangered, and sensitive species surveys	80	20,000 acres
Species management guides	20	4 guides
Bald eagle habitat management	30	300 acres
Waterfowl habitat management	5	15 acres
Road closures	80	40 miles
Water development	90	10 structures
Forage/browse planting	7	140 acres
Prescribed burn for forage enhancement	30	100 acres
Dead/down tree habitat enhancement	10	100 acres
Maintenance and evaluation	18	18 projects

TABLE B-6b
Fish Annual Activity Schedule

Activity	Estim. Costs (\$1,000) (Annual)	Outputs
Stream survey	25	50 miles
Instream habitat improvement	15	15 structures
Riparian improvement	25	50 acres
Stream and riparian protection	25	5 miles
Maintenance and evaluation	4	4 projects

TABLE B-7
Range Annual Improvement Activity Schedule

Activity	Estim. Costs (\$1,000) (Annual)	Outputs
Water development	10	5 structures
Pasture fencing	30	10 miles
Forage enhancement	5	50 acres
Noxious weed survey, control and monitor	20	200 acres
Maintenance and evaluation	10	10 projects

**TABLE B-8
Watershed Activity Schedule**

Activity	Estim. Costs (\$1,000)	Outputs (Acres)	Years
Improvements:			
Copperfield Draw	60.0**	150	93-96
Telephone Draw/Bull Pasture/Haystack	180.0**	40	92-94
Great Meadow	10.0**	100	92-95
Head of the River Spring	20 0	10	93
Meadow Creek	10 0	10	93
Buck Creek	10.0	5	*
Rock Creek	15.0	5	*
Trout Creek	15 0	10	*
Telephone Flat	10.0	10	*
Other Watershed Projects: Structural Improvements Non-structural Improvements Maintenance	30.0/yr 30 0/yr 10 0/yr	15/yr 60/yr	All All All
Inventories:			
Watershed Improvement Needs	10 0		91
Water Rights Inventory Update	3 0/yr		All
Soil Inventory --recently acquired lands	30 0	25,000	94
Soil Inventory --non-pumice areas	197.0	260,000	*

* = To be scheduled in the second five years of the plan period

** = One time cost occurring during the noted years.

**Table B-9
Administrative Facilities Capital Investments**

Project Name	District	Cost	Year
Construct Water Tank (60,000 gal) and Water System (Replacement)	Chemult	\$240,000	*
Construct 24-person Bunkhouse/Kitchen Facility and Renovate Existing Two 10-person Bunkhouses	Chemult	\$190,000	*
Fire Cache/Staging Area Building	Chiloquin	\$100,000	1992
Construct Administrative Office Addition	Klamath	\$240,000	*
Construct 3 Three-Bedroom Residences	Chemult	\$300,000	*
Construct 4 Two-Bedroom Duplexes	Chemult	\$360,000	*
Construct New Administrative Office	Chemult	\$700,000	**
Construct Parking Lot/Access Road for Visitors and Employees	Chemult	\$70,000	*
Reroof 18 Buildings	Chemult	\$88,500	*
Equipment/Vehicle Storage Shed	Klamath	\$65,000	*
Expansion of District Warehouse	Klamath	\$50,000	*
Construct Vehicle Wash/Minor Service Facility	Chemult	\$40,000	**
Construct Vehicle Wash/Minor Service Facility	Chiloquin	\$23,000	**
Pave Fleet/Equipment Storage Parking Area	Klamath	\$85,000	**
Construct Turnoff Lane to Lake of the Woods Visitor Center	Klamath	\$100,000	**

* = Scheduled during first 5-year period

** = Scheduled during second 5-year period

Table B-10
Road and Bridge Construction/Reconstruction Activity Schedule

Project Name	Estim. Cost (\$1,000)	Miles	Priority	Year
Parker Meadows Road 88	242.0	10.8 mi	6	1991
Williamson River CG Road 9730	45.0	1.4 mi	7	1991
Bear Flat Road 86	650.0	5.3 mi	8	1992
Bull Frog Road 8827	120.0	8.0 mi	9	1992
Burnt Butte Road 4502	65.0	6.2 mi	10	1992
West Side Summer Home Road 3601	125.0	1.2 mi	11	1993
Buckhorn Road 4582	100.0	4.7 mi	12	1993
Sevenmile Marsh Road 3334	70.0	5.4 mi	13	1994

TABLE B-11
Allotment Plan Update Scheduling Matrix
Winema National Forest

		Current Management Land Classification				Current AMP	Forest	District
District	Allotment	PC(1)	PB(2)	PA(3)	QE(4)	Date	Priority	Priority
Chemult	Antelope C & H		I, A, F	X		1981	9	1
	Bear S & G					1966	17	3
	Jack Creek S & G		I, A, F			1971	10	2
	Three Creeks Ridge S & G		I, A, F			1966	10	2
Chiloquin	Applegate S & G		A, F			1965	15	11
	Coyote-Bucket C & H		I, A, F			1966	4	5
	Dams Meadow C & H		A, F			1966	14	10
	Deep Creek C & H		I, A, F			1978	6	3
	Dice-Crane C & H		F			1983	13	9
	East Chiloquin Ridge C & H		I, A, F			1963	8	6
	Long Prairie C & H		A, F			1966	12	8
	No Name C & H		I, A, F			1972	2	2
	Saddle Mountain C & H				X	1965	16	12
	Skellock C & H		I, A, F			1966	6	3
	Switchback C & H		I, A, F			1967	7	7
	Sycan C & H		I, A, F			1967	3	4
	Yamsi C & H	X				1979	1	1
Klamath	Buck C & H		I, A, F		X	1979	5	1
	Fourmile Spring C & H					1976	18	3
	Indian C & H		A, F			1976	5	1
	Jack Springs		I, A, F			1976	11	2

(1)A "PC" classification indicates that basic resource damage is occurring on the allotment. In all cases identified, riparian degradation in the form of gullyng has occurred on the allotment. The gullyng may or may not have been caused by livestock, but livestock use of the area aggravates erosion by breaking gully banks and preventing the establishment of stabilizing vegetation

(2)A "PB" classification indicates that allotments that have potential to be managed under a quality management strategy. Basic resource damage is not occurring. Reasons for the classification are identified: a "P" indicates lack of permittee interest/participation, an "I" indicates lack of total AMP implementation; an "A" indicates lack of reliable range analysis data, and an "F" indicates lack of funding to implement quality management.

(3)A "PA" classification indicates a vacant allotment.

(4)A "QE" classification indicates extensive management with a lack of problem

NOTE: This Table differs from the others in that it displays priorities rather than estimated dates of completion. Allotment updates take about two years to complete, we expect to complete about three plans per year.

Appendix C

Best Management Practices

Appendix C

Best Management Practices

Definitions

Nonpoint sources refers to diffuse or unconfined sources of pollution where wastes can either enter into, or be conveyed by the movement of water to, public waters (Oregon Water Quality Standards, 340-41-007(17)). Silvicultural sources, such as erosion from a harvest unit or surface erosion from a road, are considered nonpoint sources

Best Management Practices are defined as "methods, measures, or practices selected by an agency to meet its nonpoint source control needs. BMPs include, but are not limited to, structural and nonstructural controls, operations, and maintenance procedures. BMPs can be applied before, during, and after pollution-producing activities to reduce or eliminate the introduction of pollutants into receiving waters." (40 CFR 130.2, EPA Water Quality Standards Regulation)

Usually BMPs are applied as a **system** of practices rather than as a single practice. BMPs are selected on the basis of site-specific conditions that reflect natural background conditions and political, social, economic, and technical feasibility. (EPA Interagency Nonpoint Task Force, 1985).

BMPs are basically a preventative rather than an enforcement system. BMPs are a whole management and planning system in relation to sound water quality goals, including both broad policy and site-specific prescriptions.

Introduction

Best Management Practices are the primary mechanism to enable the achievement of water quality standards (Environmental Protection Agency, 1987). BMPs will be selected and tailored for site-specific conditions to arrive at the project-level BMPs for the protection of water quality. The process for determining appropriate BMPs, and for ensuring their implementation at both the Forest Plan and Project level, is described. Following is a description of the methods and procedures that will be used to control or prevent nonpoint sources of pollution from resource management activities and to ensure compliance with the:

Clean Water Act of 1972, as amended (1977 and 1987). Section 319 of the Clean Water Act Amendments of 1987 requires that the States determine those waters that will not meet the goals of the Act, to determine those nonpoint source activities that are contributing pollution, and to develop a process of determining BMPs to reduce such pollution to the "maximum extent practicable." This Appendix is designed to fulfill the intent of the requirements of Section 319.

Oregon Administrative Rules (Chapter 340-41-001-975). Department of Environmental Quality (DEQ). Oregon's Administrative Rules contain water requirements for the protection of identified beneficial uses of water.

Memorandum of Understanding: The Oregon Department of Environmental Quality and U.S. Department of Agriculture Forest Service (2/12/79 and 12/7/82), and "Attachments A and B" referred to in this MOU (Implementation Plan for Water Quality Planning on National Forest Lands in the Pacific Northwest 12/78, and Best Management Practices for Range and Grazing Activities on Federal Lands, respectively).

The EPA has certified the Oregon Forest Practices Act as BMPs. The State of Oregon compared Forest Service practices with these State practices and concluded that Forest Service practices meet or exceed State requirements. As State practices change, comparisons are made to ascertain that Forest Service practices meet or exceed these changes. Monitoring and evaluation will determine the need for changes in BMPs and/or State standards

Forest Services management practices will meet, as a minimum, the substantive State BMP requirements, and other considerations required by the National Forest Management Act (NFMA), and other authorities, for the protection of the soil and water resources.

The general BMPs described herein are action-initiating mechanisms which call for the development of detailed, site-specific BMP prescriptions to protect beneficial uses and meet water quality objectives. They are developed as part of the NEPA process, with interdisciplinary involvement by a team of individuals *that represent several areas of professional knowledge, learning, and/or skill appropriate for the issues and concerns identified* BMPs also include such requirements as Forest Service manual direction, contract provisions, environmental documents, and Forest Plan Standards and Guidelines. Inherent in prescribing project-level management requirements is recognition of specific water quality objectives which BMPs are designed to achieve

BMP Implementation Process

In cooperation with the State, the primary strategy for the prevention and control of nonpoint sources is based on the implementation of BMPs determined necessary for the protection of the identified beneficial uses.

The objective is to identify the most practical means of attaining water quality objectives. Water quality objectives include water quality measures that adequately reflect the needs of identified beneficial uses

The Forest Service Nonpoint Source Management System consists of

1. Selection and design of BMPs based on site-specific conditions, technical, economic and institutional feasibility, *and the water quality standards of those waters potentially impacted*
2. Implementation and enforcement of BMPs.
3. *Monitoring to ensure that practices are correctly applied as designed*
4. Monitoring to determine the effectiveness of practices in meeting design expectations and in attaining water quality standards
5. Evaluation of monitoring results and mitigation where necessary to minimize impacts from activities where BMPs do not perform as expected.
6. Adjustment of BMP design standards and application when it is found that beneficial uses are not being protected and water quality standards are not being achieved to the desired level. Evaluation of the appropriateness of water quality criteria to reasonably assure protection of beneficial uses Consideration of recommending adjustment of water quality standards

BMP Selection and Design - Step 1

Scoping: Potential concerns are identified, e.g , water quality, as part of the NEPA process for environmental analysis. Public notices are dispersed inviting comment and participation in the

process. Alternatives are developed to address potential problems and to accomplish project objectives.

Environmental Analysis: Each alternative is evaluated for its potential effect on different resources, including water. From this analysis, a preferred alternative is identified, along with the measures (BMPs) needed to reduce risk and increase the potential for success.

Documentation. An Environmental Assessment (EA) or Environmental Impact Statement (EIS) is developed with a decision notice and includes required measures (BMPs).

Water quality standards are used as objectives towards which practices are designed to protect beneficial uses.

Appropriate BMPs are selected for each project by an interdisciplinary team. BMP selection and design are dictated by water quality objectives, soils, topography, geology, vegetation, climate, economics, and institutional constraints. Environmental effects and water quality protection options are evaluated and a range of practices is considered. A final set of practices are selected that not only protect beneficial uses, but meet other resource needs. These final selected practices constitute the BMPs.

The selected BMPs, an estimate of their effectiveness, and a plan for monitoring them is included in the project EA or EIS. The site-specific BMP prescriptions are normally included in project implementation plans, but may also be included in the body or appendix of a project environmental document.

BMP Implementation and Enforcement - Steps 2 and 3

The site-specific BMP prescriptions are taken from plan-to-ground by a combination of project layout and resource specialists (hydrology, fisheries, soil, and geology, for example). Final adjustments to fit the BMP prescriptions to the site are made before implementing the resource activity.

When the resource activity (e.g., timber harvest or road construction) begins, timber sale administrators, engineering representatives, resource specialists, and others ensure that the BMPs are implemented according to plan. A similar implementation process is used for other resource activities (range management and mining, for example) on national forests.

BMP implementation monitoring is done before, during, and after resource activity implementation. This monitoring answers the question: Did we do what we said we were going to do? Some examples of implementation monitoring for a streamside management unit BMP prescription may be:

1. **Before project:** checking Stream Management Units (SMUs) along streams to see if layout meets the objectives of the BMP prescription, or if the road crossing of a stream is properly located and designed per estimates made during the environmental analysis.
2. **During project:** during timber felling, the timber sale administrator checks to see if the timber fallers understand marking prescription for timber to be felled in the SMU. The timber sale administrator also observes on-going harvest operations to see if the activity meets the objectives defined in the project plan.
3. **After project:** measuring canopy stream shading to see if the amount specified in the BMP prescription was retained, or monitoring a beneficial use of the water to determine a change or trend in use.

Enforcement is carried out primarily through internal project reviews and contractual enforcement such as timber sale contract, grazing, or special use permit, for example.

Contract enforcement is a more formal method used to achieve desired results. Normally, each project is assigned a person as a contracting officer. For timber sales, that person is called a timber sale administrator. The project is routinely monitored to ensure that practices are being carried out in the manner and method prescribed in the contract and permit. When a contractor or permittee is not in compliance, they can be held in breach with penalties (e.g., bond forfeiture) until remedies are implemented.

Often during the course of an activity, adjustments are made if it is determined that unsatisfactory results are currently resulting or may occur. This can often mean that a contract modification may be necessary (as in the case of a timber sale).

BMP Monitoring - Step 4

Once BMPs have been implemented, further monitoring is done to evaluate their effectiveness. BMP "effectiveness monitoring" answers the question: Are BMPs effectively meeting management objectives for protection of water quality?

Water quality standards are the "yardstick" against which the effectiveness is tested. If, through objective monitoring, BMPs do not meet prescribed objectives, then information is available to modify either the BMPs for future management, or the objectives, or both.

The natural variability of water quality under unmanaged conditions is an important factor that will be considered during the monitoring and evaluation. Additionally, effectiveness monitoring will include measurement against land management objectives as well as water quality objectives.

Some examples of the types of BMP effectiveness monitoring to be conducted are:

1. Measuring stream temperatures to see if the riparian prescriptions in a watershed are maintaining water temperature.
2. Storm period surveillance monitoring of a road system to see if road rocking is effectively preventing road surface erosion.

The monitoring and evaluation section of the Forest Plan, (Chapter 5), provides that monitoring of BMPs will be accomplished on an appropriate sample basis. Once a specific project is designed, a site-specific monitoring plan may be developed.

Results of monitoring should be shared with State and local agencies as well as available to the public. Monitoring design, sampling, and laboratory analyses will be coordinated.

BMP Evaluation and Adjustment - Step 5 and 6

The technical evaluation/monitoring described above will determine how effectively BMPs protect and/or improve water quality. If the evaluation indicates that water quality objectives are not being met and/or beneficial uses do not appear to be receiving adequate protection, corrective action will consider the following three components:

1. **The BMP:** Is it technically sound? Is it really best, or is there a better practice which is technically sound and feasible to implement?
2. **The implementation program or processes:** Was the BMP applied entirely as designed? Was it only partially implemented? Were personnel, equipment, funds, or training lacking which resulted in inadequate or incomplete implementation?

3. **The water quality standards:** The water quality standards are established to protect the beneficial uses of water. They include numeric and narrative criteria that, when exceeded, are assumed to indicate detrimental impacts on beneficial uses. They are intended to provide a benchmark for evaluating harm to beneficial uses.

Assessing the applicability of the standards is a responsibility of the State. The Forest Service will provide information to the State to address the following types of questions:

Do the standards describe the conditions necessary for protecting beneficial uses?

Are standards higher or lower than that necessary for protecting beneficial uses?

Do the standards reflect the natural variability occurring within the natural and human-affected ecosystem?

Do the parameters and criteria that constitute water quality standards adequately reflect (are they sensitive enough) human-induced changes to water quality and beneficial uses?

"Validation" monitoring may be needed to make this assessment. The purpose of validation monitoring is to answer the question whether standards, coefficients, requirements, and guidelines are appropriate to meet objectives, for example, protect beneficial uses. Examples are:

- 1) Did the change in water temperature impact the fish population?
- 2) Did the soil compaction effect tree growth?

Validation Monitoring will need to be closely coordinated with or, in some cases, conducted by research. It may require the establishment of permanent plots or administrative studies. This kind of monitoring will be very limited and will require coordination to select projects with broad application and to prevent duplication. Only those coefficients and standards that are not reasonably validated by existing research or documentation should be candidates for this monitoring

Corrective action may be initiated once the reason for failing to achieve the management objectives is determined. The management practice may have to be changed, the water quality objectives modified, or both.

Training

National Forest personnel involved with project location, design, layout, administration, and maintenance activities will receive BMP training. The training will consist of BMP awareness, as well as on the more technical aspects such as planning, implementation, monitoring, and evaluation.

General Best Management Practices and Examples

Individual, general Best Management Practices are described in General Water Quality Best Management Practices, Pacific Northwest Region, 11/88. This provides guidance, but is not a direction document. Also included in this document is a description of the process, and limitations and use of these BMPs. Each BMP listed includes the Title, Objectives, Explanation, Implementation and Responsibility, and Monitoring. Evaluations of ability to implement and estimated effectiveness are made at the project level.

Not all of the general BMPs listed will normally apply to a given project, and there may be specific BMPs which are not represented by a general BMP in this document.

The sensitivity of the project determines whether the site-specific BMP prescriptions are included in the EA/EIS or in the sale/project plan, or in the analysis files.

Following is an example of a general BMP, as described in this document, along with an example of a site-specific BMP which is developed at the project level.

Example

General BMP

T-5. Title: "Limiting the Operating Period of Timber Sale Activities"

Objective To ensure that the Purchaser conducts operations in a timely manner, within the time period specified in the Timber Sale Contract (TSC).

Explanation: The TSC specifies a Normal Operating Season, during which, operations may generally proceed without resource damage. Operations are permitted outside the Normal Operating Season only when they can be conducted without damage to soil, water, and other resources. Where determined to be necessary through the environmental analysis, the TSC will limit operations to specific periods or weather conditions. Operations are not permitted to continue if damage will occur.

Implementation and Responsibility: Limited operating periods are identified and recommended during the Timber Sale Planning Process by the interdisciplinary team and followed through the life of the timber sale primarily by the Sale Administrator.

Ability to Implement: Add at project level.

Effectiveness: Add at project level

Monitoring: During implementation of timber sale activities by the Sale Administrator, Forest Service Representative (FSR), engineers, and watershed specialists. Also see Forest Plan monitoring plan, chapter 5, monitoring plan item: Water Resource Monitoring

Specific BMP

PT-5. Title: Limiting the Operating Period of Timber Sale Activities

Objective. To ensure that the Purchaser conducts operations in a timely manner, within the time period specified in the Timber Sale Contract (TSC).

Explanation: The Ship Mountain Timber sale contains sensitive soils that are subject to soil compaction during tractor skidding, and a non-surfaced road that is not suitable for wet weather haul.

The normal operating season for the Forest will be enforced for the Ship Mountain Timber sale. All operations off road FR 10 (non-surfaced) will be halted at the onset of wet weather to prevent erosion and damage to the road. Tractor skidding on units 1-5 will be restricted if soil moisture is above the level established by the soil scientist. Other operations can continue outside the normal operating season if they can be conducted without damage to soil, water, and other resources.

Implementation and responsibility. For the Ship Mountain Timber sale the normal operating season for the Forest will be enforced. All operations off road FR 10 (non-surfaced) will be halted at the onset of wet weather to prevent erosion and damage to the road. Other operations can continue outside the normal operating season if they can be conducted without damage to soil, water, and other resources.

The Forest watershed specialists will work with the timber sale administrators to evaluate the potential for resource damage if operating outside the normal operating season

Ability to implement: High

Effectiveness: High

Monitoring: During implementation of timber sale activities by the Sale Administrator, Forest Service Representative (FSR), engineers, and watershed specialists. Also see Forest Plan monitoring plan, chapter 5, monitoring plan item: Water Resource Monitoring.

Appendix C References

- USDA Forest Service, Pacific Northwest Region, General Water Quality Best Management Practices, November, 1988
- US Environmental Protection Agency Nonpoint Source Controls and Water Quality Standards. Water Quality Standards Handbook, Chapter 2, General Program Guidance, August 19, 1987; pp. 2-25.
- US Environmental Protection Agency. Final Report on the Federal/State/Local Nonpoint Source Task Force and Recommended National Nonpoint Source Policy Office of Water, Washington, D.C. 1985; pp 17.

Appendix D
Klamath Indian Treaty and Consent Decree

Appendix D

1864 Klamath Indian Treaty and 1981 Consent Decree

Introduction

This appendix includes the major portions of the 1864 Treaty with the Klamath Tribe and the Consent Decree of 1981

TREATY WITH THE KLAMATH, ETC., 1864

Articles of agreement and convention made and concluded at Klamath Lake, Oregon, on the fourteenth day of October, A.D. one thousand eight hundred and sixty-four, by J.W. Perit Huntington, superIntendent of Indian affairs in Oregon, and William Logan, United States Indian agent for Oregon, on the part of the United States, and the chiefs and head-men of the Klamath and Modoc tribes, and Yahooskin band of Snake Indians, hereinafter named, to wit, La-Lake, Chil-o-que-nas, Kellogue, Mo-ghen-kas-kit, Blow, Le-lu, Palmer, Jack, Que-as, Poo-sak-sult, Che-mult, No-ak-sum, Mooch-kat-allick, Toon-tuck-tee, Boos-ki-you, Ski-a-tic, Shol-las-loos, Ta-tet-pas, Muk-has, Herman-kuss-mam, chiefs and head-men of the Klamaths; Schon-chin, Stat-it-ut, Kelnt-poos, Chuck-e-l-ox, chiefs and head-men of the Modocs, and Kile-to-ak and Sky-te-ock-et, chief of the Yahooskin band of Snakes.

ARTICLE 1. The tribes of Indians aforesaid cede to the United States all their right, title, and claim to all the country claimed by them, the same being determined by the following boundaries, to wit. Beginning at the point where the forty fourth parallel of north latitude crosses the summit of the Cascade Mountains; thence following the main dividing-ridge of said mountains in a southerly direction to the ridge which separates the waters of Pitt and McCloud Rivers from the waters on the north; thence along said *dividing-ridge in an easterly direction to the southern end of Goose Lake; thence northeasterly to the northern end of Harney Lake; thence due north to the forty-fourth parallel of north latitude, thence west to the place of beginning; Provided*, That the following-described tract, within the country ceded by this treaty, shall, until otherwise directed by the President of the United States, be set apart as a residence for said Indians, [and] held and regarded as an Indian reservation, to wit: Beginning upon the eastern shore of the middle Klamath Lake, at the Point of Rocks, about twelve miles below the mouth of Williamson's River, thence following up said eastern shore to the mouth of Wood River; thence up Wood River to a point one mile north of the bridge at Fort Klamath; thence due east to the summit of the ridge which divides the upper and middle Klamath Lakes, thence along said ridge to a point due east of the north end of the upper lake; thence due east, passing the said north end of the upper lake, *to the summit of the mountains on the east side of the lake; thence along said mountain to the point where Sprague's River is intersected by the Ish-tish-ea-wax Creek; thence in a southerly direction to the summit of the mountain, the extremity of which forms the Point of Rocks; thence along said mountain to the place of beginning.* And the tribes aforesaid agree and bind themselves that, immediately after the ratification of this treaty, they will remove to said reservation and remain thereon, unless temporary leave of absence be granted to them by the superintendent or agent having charge of the tribes. It is further stipulated and agreed that no white person shall be permitted to locate or remain upon the reservation, except the Indian superintendent and agent, employees of the Indian department, and officers of the Army of the United States, and that in case persons other than those specified are found upon the reservation, they shall be immediately expelled therefrom; and the exclusive right of taking fish in the streams and lakes, included in said reservation, and of gathering edible roots, seeds, and

berries within its limits, is hereby secured to the Indians aforesaid: **Provided, also,** That the right of way for public roads and railroads across said reservation is reserved to citizens of the United States.

ARTICLE 2 In consideration of, and in payment for the country ceded by this treaty, the United States agree to pay to the tribes conveying the same the several sums of money hereinafter enumerated, to wit: Eight thousand dollars per annum for a period of five years, commencing on the first day of October, eighteen hundred and sixty-five, or as soon thereafter as this treaty may be ratified; five thousand dollars per annum for the term of five years next succeeding the first period of five years; and three thousand dollars per annum for the term of five years next succeeding the second period; all of which several sums shall be applied to the use and benefit of said Indians by the superintendent or agent having charge of the tribes, under the direction of the President of the United States, who shall, from time to time, in his discretion, determine for what objects the same shall be expended, so as to carry out the design of the expenditure, [it] being to promote the well-being of the Indians, advance them in civilization, and especially agriculture, and to secure their moral improvement and education.

ARTICLE 3. The United States agree to pay said Indians the additional sum of thirty-five thousand dollars, a portion whereof shall be used to pay for such articles as may be advanced to them at the time of signing this treaty, and the remainder shall be applied to subsisting the Indians during the first year after the removal to the reservation, the purchase of teams, farming implements, tools, seeds, clothing, and provisions, and for the payment of the necessary employees

ARTICLE 4 The United States further agree that there shall be erected at suitable points on the reservation, as soon as practicable after the ratification of this treaty, one saw-mill, one flouring-mill, suitable buildings for the use of the blacksmith, carpenter, and wagon and plough maker, the necessary buildings for one manual-labor school, and such hospital buildings as may be necessary, which buildings shall be kept in repair at the expense of the United States for the term of twenty years; and it is further stipulated that the necessary tools and material for the saw-mill, flour-mill, carpenter, blacksmith, and wagon and plough maker's shops, and books and stationery for the manual-labor school, shall be furnished by the United States for the period of twenty years

ARTICLE 5 The United States further engage to furnish and pay for the services and subsistence, for the term of fifteen years, of one superintendent of farming operations, one farmer, one blacksmith, one sawyer, one carpenter, and one wagon and plough maker, and for the term of twenty years of one physician, one miller, and two schoolteachers.

ARTICLE 6. The United States may, in their discretion, cause a part of the whole of the reservation provided for in Article 1 to be surveyed into tracts and assigned to members of the tribes of Indians, parties to this treaty, or such of them as may appear likely to be benefited by the same, under the following restrictions and limitations, to wit: To each head of a family shall be assigned and granted a tract of not less than forty nor more than one hundred and twenty acres, according to the number of persons in such family; and to each single man above the age of twenty-one years a tract not exceeding forty acres. The Indians to whom these tracts are granted are guaranteed the perpetual possession and use of the tracts thus granted and of the improvements which may be placed thereon; but no Indian shall have the right to alienate or convey any such tract to any person whatsoever, and the same shall be forever exempt from levy, sale, for forfeiture: **Provided,** That the Congress of the United States may hereafter abolish these restrictions and permit the sale of the lands so assigned, if the prosperity of the Indians will be advanced thereby **And provided further,** if any Indian, to whom an assignment of land has been made, shall refuse to reside upon the tract so assigned for a period of two years, his right to the same shall be deemed forfeited

ARTICLE 7. The President of the United States is empowered to declare such rules and regulations as will secure to the family, in case of the death of the head thereof, the use and possession of the tract assigned to him, with the improvements thereon

ARTICLE 8. The annuities of the tribes mentioned in this treaty shall not be held liable or taken to pay the debts of individuals.

ARTICLE 9. The several tribes of Indians, parties to this treaty, acknowledge their dependence upon the Government of the United States, and agree to be friendly with all citizens thereof, and to commit no depredations upon the person or property of said citizens, and to refrain from carrying on any war upon other Indian tribes; and they further agree that they will not communicate with or assist any persons or nation hostile to the United States, and, further, that they will submit to and obey all laws and regulations which the United States may prescribe for their government and conduct.

ARTICLE 10. It is hereby provided that if any member of these tribes shall drink any spiritous liquor, or bring any such liquor upon the reservation, his or her proportion of the benefits of this treaty may be withheld for such time as the President of the United States may direct

ARTICLE 11 It is agreed between the contracting parties that if the United States, at any future time, may desire to locate other tribes upon the reservation provided for in this treaty, no objection shall be made thereto, but the tribes, parties to this treaty, shall not, by such location of other tribes, forfeit any of their rights or privileges guaranteed to them by this treaty.

ARTICLE 12. This treaty shall bind the contracting parties whenever the same is ratified by the Senate and President of the United States. In witness of which, the several parties named in the foregoing treaty have hereunto set their hands and seals at the place and date above written.

J.W. Perit Huntington, [SEAL]

Superintendent Indian Affairs.

William Logan, [SEAL]

United States Indian Agent.

La-lake, his x mark. [SEAL]

Chil-o-que-nas, his mark. [SEAL]

Kellogue, his x mark. [SEAL]

Mo-ghen-kau-kit, his x mark. [SEAL]

Blow, his x mark. [SEAL]

Le-lu, his x mark. [SEAL]

Palmer, his x mark. [SEAL]

Jack, his x mark. [SEAL]

Que-uss, his x mark [SEAL]

Poo-eak-sult, his x mark. [SEAL]

Che-mult, his x mark [SEAL]

No-ak-sum, his x mark [SEAL]

Mooch-kat-allick, his x mark. [SEAL]

Toon-tuc-tee, his x mark. [SEAL]

Signed in the presence of--

Boss-ki-you, his x mark. [SEAL]

Ski-at-tic, his x mark. [SEAL]

Shol-lal-loos, his x mark. [SEAL]

Tat-tet-pas, his x mark. [SEAL]

Muk-has, his x mark. [SEAL]

Herman-kus-mam, his x mark. [SEAL]

Jackson, his x mark. [SEAL]

Schon-chin, his x mark. [SEAL]

Btak-it-ut, his x mark. [SEAL]

Keint-poos, his x mark [SEAL]

Chuck-e-i-ox, his x mark. [SEAL]

Kile-to-ak, his x mark [SEAL]

Sky-te-ock-et, his mark [SEAL]

R P. Earhart, secretary.

Wm Kelly, captain First Cavalry, Oregon Volunteers.

James Hallorun, second lieutenant First Infantry, W.T. Volunteer

William C. McKay, M.D.

Robert (his x mark) Biddle.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON

CHARLES E. KIMBAL, et al ,
Plaintiffs,

v

JOHN D. CALLAHAN, et al ,
Defendants.

Civ. 73-155

CONSENT DECREE

I.

INTRODUCTION

The Klamath Indian Tribe, and the Klamath Game Commission, an agency of the Klamath Indian Tribe; and the Oregon Fish and Wildlife Commission, The Oregon Department of Fish and Wildlife, and the Oregon State Police, parties in the above-captioned litigation, and the United State of America, amicus curiae, wish to resolve the remaining issues in this case through the following agreement

II.

PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to promote the sound and efficient management and conservation of fish and wildlife resources within the areas comprising the former Klamath Indian Reservation to ensure future use of these resources by both Klamath Indians and non-Indians. This Agreement is necessitated by the rulings of the United States District Court of the District of Oregon and those of the Ninth Circuit Court of Appeals in the above-entitled action, wherein the treaty rights of the Klamath Indian Tribe and its members to hunt, trap and fish free of regulation by the State of Oregon other than for conservation purposes were confirmed, as was the sovereign authority of the Tribe to regulate the exercise of those rights by its members. Because of these rulings, the parties deem it to be in their best interest to establish a cooperative system. More specifically, it is the purpose of this Agreement to establish a cooperative management and regulatory system through defining: 1) the management and regulatory responsibilities of the parties; 2) the scope and nature of the tribal treaty rights, 3) the extent of the State's power to, and the conditions under which it may, regulate treaty hunting, fishing and trapping for conservation purposes; 4) the remedies of the parties, and; 5) the continuing jurisdiction of the Court. This Agreement shall not affect the general police power of the State or of the United States on the lands of the former reservation except as specifically provided in this Agreement.

The Tribe is a sovereign government and is legally empowered to represent its members in this Agreement. This Agreement, therefore, shall be binding on all tribal members, present and future.

The parties agree that the State's authority to manage fish and wildlife resources, both on and off the former reservation lands, shall not be affected except as expressly provided by this Agreement.

III.

DEFINITIONS

A "Tribe" - shall mean the Klamath Indian Tribe which was signatory to the Treaty of October 14, 1864, between the Klamath, Modoc and Yahooskin Band of Snake Indians of Oregon and the United States.

B. "State" - shall mean the State of Oregon acting through the Oregon Department of Fish and Wildlife, an administrative agency of the State of Oregon, the Department of Justice of the State of Oregon; the Oregon State Police; and any successor agencies or officials of the State of Oregon that may have regulatory jurisdiction over the harvest of fish or wildlife within the State of Oregon.

C. "The United States" - shall mean the United States of America; the United States Department of the Interior and agencies within that department; the United States Department of Agriculture, Forest Service, and the United States Department of Justice and agencies within that department. The United States is a party to the Agreement both in its capacity as trustee for tribal treaty rights and as the proprietary owner of much of the lands of the former reservation upon which tribal treaty rights to hunt, fish and trap are exercised.

D. "Reservation" - shall mean the area within the boundaries described in Section V of this Agreement in which members of the Klamath Indian Tribe may exercise treaty hunting, fishing and trapping rights.

E. "Tribal Member" - shall mean a duly enrolled member of the Klamath Indian Tribe who meets the tribal membership requirements as set forth in Section IV A of this Agreement.

IV. *IDENTIFICATION OF TRIBAL MEMBERS AND TRIBAL LICENSING REQUIREMENTS*

A Tribal Membership Requirements - The hunting, fishing and trapping rights of the Klamath Indian Tribe are tribal rights which may be exercised by the individual members of the Tribe. The requirements for membership are determined by the Tribe and set forth in the tribal constitution. Tribal membership presently includes:

1. All individuals whose names appear on the final roll of the Tribe compiled by the Secretary of the Interior pursuant to S 3 of the Act of August 13, 1954, 68 Stat 718, and published in the Federal Register on November 21, 1957; and

2. All descendants of those individuals whose names appear on the final roll of the Tribe and who are duly enrolled pursuant to the requirements of the Tribe.

B. Identification of tribal members who may exercise the tribal right.

1. Members of the Klamath Indian Tribe shall be issued, for the purpose of exercising their treaty hunting, fishing and trapping rights, a treaty permit card by the Tribe which reflects at a minimum the member's name, date of birth, tribal identification number, date of issue, and a picture of the member. The Tribe shall provide an ongoing opportunity for members to obtain a card

2. Between the effective date of this Agreement and October 1, 1981, the Klamath Tribe shall provide to the Oregon State Police on a monthly basis an updated list of all those tribal members who have been cited to appear before the Klamath Tribal Court for failure to have a valid treaty permit card in their possession while hunting, fishing or trapping. During this period, any tribal member hunting, fishing or trapping without a valid treaty permit card in possession shall be referred to the Klamath Tribal Court for the first violation of the treaty permit card requirements of this Section. After October 1, 1981, any tribal member hunting or fishing or trapping without a valid treaty permit card in possession shall be deemed not to be exercising tribal treaty reserved rights and shall be subject to all applicable state laws

3. The Klamath Indian Tribe and its agents are the sole authorities for the issuance and revocation of treaty permit cards and game tags

V BOUNDARIES

The parties agree that the geographic area within which this Court has held that the plaintiffs may exercise treaty rights to hunt, fish and trap is the area within the boundaries of the Klamath Indian Reservation as it existed at the time of termination in 1954. However, plaintiffs claim rights under the Treaty of 1864 to hunt, fish and trap on additional lands outside the 1954 reservation boundary but within the 1864 Treaty reservation boundary specifically: (i) the lands ceded by the Tribe in the Agreement of June 17, 1901, and ratified by Congress in the Act of June 21, 1906, 34 Stat 367; and (ii) the unallotted lands exchanged by the Secretary pursuant to the authority granted in the same act of June 21, 1906, 34 Stat 367. These two categories of land are collectively referred to as "the ceded lands."

The parties have been unable to agree on whether plaintiffs retain treaty rights to hunt, fish and trap on the ceded lands. In a September 4, 1980, Memorandum Opinion, the court held that plaintiffs are not barred by any agreement of counsel or this Court's Judgment of November 3, 1976, from raising this issue in this or any subsequent proceeding. The question of the survival of the Tribe's treaty rights to hunt, fish and trap on the ceded lands is therefore presently unresolved and is not affected by this Agreement.

Nonetheless, the parties to this action are, at this time, desirous of entering into an Agreement which will finally conclude this case without prejudicing in any way the Tribe's ability to raise the issue of rights to hunt, fish and trap on the ceded lands in a separate, subsequent proceeding.

The parties therefore agree that the geographic area within which this judgement applies is the Klamath Indian Reservation as it existed in 1954 immediately prior to the enactment of the Klamath Termination Act.¹

The parties further agree that the question of the Tribe's treaty right to hunt, fish and trap on any additional ceded lands is a separate cause of action which may be litigated by the Tribe in a separate law suit and the

State of Oregon hereby agrees to waive in any such action brought by the Tribe any defense of res judicata, or collateral estoppel, but no other defense. All other defenses are preserved and not waived either expressly or by implication

IV. MANAGEMENT

A. Motor Vehicle Control

It is agreed that the control of motor vehicle traffic in the former reservation area is important to the conservation and management of the fish and wildlife resources found thereon. It is therefore agreed that the Tribe will cooperate in the management of motorized vehicle use on the former reservation area, and will be party to appropriate agreements restricting the use of motorized vehicles. The Tribe and the State shall adopt and enforce those regulations issued by the United States Forest Service or agreed to by other persons in control of land sufficient to effectuate such agreements pursuant to their respective authorities

¹ The boundary of the former Klamath Indian Reservation to which this Agreement applies is that boundary established by the 1987 Mercer survey, later corrected by Thiel, and approved by the General Land Office in 1888, and confirmed by Congress in the Act of June 21, 1906, 34 Stat. 367; comprising an area of approximately 1.196 million acres, as generally outlined in the "Synopsis of the Klamath Tribal Wildlife Management Code," 1979. The boundary to which this Agreement applies does not include the ceded lands described in paragraph one of this section.

B. Habitat

The protection and enhancement of fish and wildlife habitat is essential to the continued welfare of these resources. The parties therefore agree to cooperate as full as practicable in the exchange of information regarding activities which could substantially alter habitat and thereby affect fish and wildlife resources on the reservation. This section applies to activities or proposed activities affecting habitat which take place within or outside the reservation boundaries described in Section V which could significantly affect fish or wildlife resources within those reservation boundaries; provided however, that the parties have no obligation to obtain each other's consent prior to adopting or implementing policies or positions on any such activities.

C. Biological Data

The parties agree that information on the biological status of various species of fish and wildlife is an important facet of sound management and therefore agree to cooperate in the sharing of such information. The Tribe may assist in the gathering of such information if it so desires

D. Commercial Use Prohibited

The Tribe shall adopt regulations which prohibit the commercial use of fish and wildlife meat taken pursuant to this Agreement, for so long as State regulations prohibit such commercial use, provided, however, that nothing herein shall prevent the Tribe from authorizing the barter or exchange of fish and wildlife taken pursuant to this Agreement between tribal members or with other tribes for Indian noncommercial use. The Tribe will devise a system, after consultation with the Oregon State Police, which will adequately identify for enforcement purposes, fish and wildlife being held or transported pursuant to this section.

VII.

TRIBAL REGULATION

(1) The Klamath Indian Tribe shall issue comprehensive rules controlling the hunting, fishing and trapping activities of its members within the boundaries of the Reservation in accordance with this Agreement.

(2) Members of the Tribe who violate tribal hunting fishing or trapping regulations on the Reservation shall be subject to the jurisdiction of the Klamath Tribal Court. Tribal members who go on private land without the consent of the owner or occupant thereof will be subject to state trespass law. Members of the Tribe who hunt, fish or trap without a valid treaty permit card in possession shall be presumed to not be in exercise of the Tribe's treaty-reserved hunting, fishing and trapping rights.

(3) Member who violate tribal regulations when hunting, fishing or trapping on the Reservation shall be subject to prosecution in the Klamath Tribal Court. To the extent permitted by applicable law, the Tribe shall adopt and enforce adequate penalties.

(4) Members of the Tribe who violate applicable federal laws or regulations when in the exercise of treaty rights on the Reservation may be prosecuted in federal courts. "Applicable federal law or regulations" means those laws and regulations that would be applicable to the members of the Klamath Tribe consistent with the decisions of the federal courts confirming the retention of treaty hunting, fishing and trapping rights by that Tribe. This Agreement shall not construed as resolving the issue of Klamath Forest National Wildlife Refuge. The United States and the Tribe agree to use their best efforts to resolve this issue within twelve (12) months after the effective date of this Agreement

(5) All Tribal hunting, fishing or trapping is prohibited except as expressly authorized by the Tribe

(6) The Tribe will consult with the State a reasonable time in advance of establishing or changing regulations governing tribal hunting, fishing or trapping.

VIII
STATE REGULATION

(1) The State has the authority, under appropriate standards, to regulate treaty hunting, fishing and trapping for conservation purposes within the former reservation boundaries as set forth in Paragraph V

(2) The State will consult with the Tribe a reasonable time in advance of establishing or changing State administrative regulations governing non-tribal hunting, fishing or trapping within the boundaries described in Paragraph V. The provisions of this section apply only to regulations which affects fish and wildlife resources within the aforesaid boundaries.

IX.
DUAL RESPONSIBILITIES

Neither the State of Oregon nor the Klamath Tribe will permit the harvest of any species of wildlife within the boundaries set forth in Paragraph V without first establishing, on a record made pursuant to its administrative procedures, that such harvest, when taken in conjunction with a permissible harvest by another party will not unreasonably impair the perpetuation of the resource at existing or agreed upon modifications of resource levels. The provisions of this paragraph shall not be construed to require the State to conduct any contested case hearing in adopting fish and wildlife regulations pursuant to this paragraph

Appendix E
Standards for Volume Chargeable
to the Allowable Sale Quantity

Appendix E

Standards for Volume Chargeable to the Allowable Sale Quantity

The allowable sale quantity (ASQ) is live green sawtimber from lands with a programmed harvest. It is based upon the yield tables used in FORPLAN to calculate the ASQ.

(Note: Chargeable does not refer to the amount of volume which is credited to attainment targets. Chargeable only relates to the volume credited to the allowable sale quantity.)

Live and Green

Only live green sawtimber is chargeable. The only exceptions anticipated at this time would be salvage of blowdown or fire-killed trees or the mortality harvested during commercial thinning or regeneration cuts. A reduction for blowdown or fire mortality was not considered when the yield tables were formulated. Mortality harvested during commercial thins or regeneration harvests was included in the yield tables.

Dead lodgepole pine was removed from the yield tables; it is not chargeable. Current endemic mortality from insects and diseases in all working groups was removed from the yield tables, and is not chargeable if it is harvested during a sanitation or salvage harvest.

Sawtimber Utilization Standards

The harvest volume must meet sawtimber utilization standards to be chargeable to the ASQ. The following utilization standards apply to the Winema National Forest.

	Minimum d b.h. (Inches)	Minimum Top d.i.b. (Inches)
All lodgepole harvests	7	4
Uneven-aged management harvesting	7	5
Commercial thinning	7	4
All other harvesting (except in lodgepole pine)	9	6

Land Allocations with a Programmed Harvest

Only harvest from lands allocated to a management area with a programmed harvest are chargeable to the ASQ. The following are the land allocations on the Winema National Forest with a programmed harvest.

Management Areas with a Programmed Harvest

- 03A Scenic Management-Foreground Retention
- 03B Scenic Management-Foreground Partial Retention
- 03C Scenic Management-Middleground Partial Retention
- 08A Riparian Areas (Note: All the harvest of live green
- 08B sawtimber within the Riparian allocation is chargeable
- 08C This includes the no harvest strips on each side of Class I,
- 08D II, and III streams. No reductions were taken in ASQ for the area in these strips)
- 09B Bald Eagle Habitat-Replacement Habitat
- 010 Big Game Winter Range
- 012 Timber Production
- 015 Upper Williamson Management Area